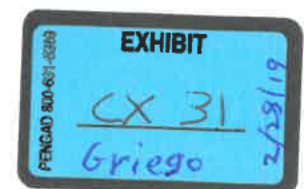




## POSITION GURUS, LLC Service Agreement

THIS POSITION GURUS, LLC SERVICE AGREEMENT (HEREAFTER THE "AGREEMENT") GOVERNS THE BUSINESS RELATIONSHIP BETWEEN YOU AND POSITION GURUS, LLC (HEREAFTER THE "COMPANY"). PLEASE READ IT CAREFULLY. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY REPRESENTATIONS OR PROMISES THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT. IF YOU BELIEVE PROMISES OR REPRESENTATIONS WERE MADE THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT, YOUR SOLE OPTION IS TO REFUSE TO EXECUTE THIS AGREEMENT. YOUR USE OR ATTEMPTED USE OF ANY OF THE PRODUCTS OR SERVICES PROVIDED BY THE COMPANY CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT SIGN THE AGREEMENT AND DO NOT USE OR ATTEMPT TO USE THE COMPANY'S PRODUCTS OR SERVICES

In this Agreement the terms "You" and "Your" refer to the person or entity executing this Agreement and for whom the products and services are provided. This Agreement is a binding contract between You and the Company, and is entered into on the date You execute this Agreement and provide all amounts due under this Agreement (hereafter the "Effective Date").



POSITION GURUS, LLC Service Agreement  
PG000320

**1. DESCRIPTION OF SERVICES TO BE PROVIDED.**

Subject to the terms of this Agreement, the Company shall provide You with the following products and services (hereafter referred to collectively as the "Services"):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Drop Ship Website           | <input checked="" type="checkbox"/> Video Development             | <input type="checkbox"/> Custom Website        |
| <input type="checkbox"/> Google News                 | <input type="checkbox"/> Video Submissions                        | <input type="checkbox"/> Digital Business Card |
| <input type="checkbox"/> Press Release               | <input type="checkbox"/> Search Engine Submissions                | <input type="checkbox"/>                       |
| <input type="checkbox"/> QR Code                     | <input type="checkbox"/> Logo Creations                           | <input type="checkbox"/>                       |
| <input type="checkbox"/> Infographic Design          | <input type="checkbox"/> Infographic Submissions                  | <input type="checkbox"/>                       |
| <input type="checkbox"/> Directory Submissions       | <input type="checkbox"/> Article Marketing                        | <input type="checkbox"/>                       |
| <input type="checkbox"/> Local Citations Submissions | <input checked="" type="checkbox"/> Funnel Page (24 Month Access) | <input type="checkbox"/>                       |

**2. DELIVERY DATES.**

Unless otherwise agreed in writing, the Company will provide the Services within ninety (90) days of the Effective Date. Notwithstanding the foregoing, You understand and acknowledge that failure to provide timely response to the information requests required by the Company may result in significant delays in the delivery of the Services to be provided to You, and that Company cannot be held responsible or liable for delays caused by Your failure to provide timely response to the information requests required by the Company.

**3. PAYMENT TERMS.**

- a. The charge for the Services described in paragraph 1 above is \$ \$2500.00 (hereafter the "Initial Setup Amount") and \$ \$0 per month commencing the date You electronically sign the Agreement (hereafter the "Monthly Fee").
- b. Unless otherwise agreed, payment of the Initial Setup Amount is due in full as of the date and time that You electronically sign the Agreement. Payment of the Monthly Fee is due on a NET30 basis from the initial date of signature. If You fail to make any payment of the Initial Setup Amount or Monthly Fee as it becomes due, the Company reserves the right to pursue collection efforts of the full retail value of the Services provided under this Agreement, plus reasonable costs and attorneys' fees incurred to collect all amounts owed under this Agreement.

- c. You agree to provide the Company with valid identification and credit card account information for payment of all fees and charges, and You authorize the Company to charge and collect amounts from Your credit card account(s) for the Services.

#### **4. ACKNOWLEDGEMENT THAT COMPANY DID NOT OFFER A "BUSINESS OPPORTUNITY".**

You acknowledge and agree that You had already developed or were developing an online commercial retail business prior to being contacted or receiving any Services from the Company. You also agree that the Company did not offer you a "Home Based Business" or "Business Opportunity" as those terms are used by the Federal Trade Commission, or by any other state or federal governmental entity.

You also agree that You have been and will remain responsible for making all decisions regarding the name of Your business, the products and product lines You offer and sell as part of Your business, and the drop shippers (if any) that You have decided to work with as part of Your business. You acknowledge and agree that to the extent the Company assists you in identifying appropriate drop shippers, (1) the Company does not have any relationship with such drop shippers, and is not responsible for the conduct or performance of such drop shippers.

#### **5. NO RELATIONSHIP BETWEEN COMPANY AND ANY OTHER ENTITY.**

The Company represents that is unrelated and has no affiliation with any other business or entity.

#### **6. DISCLAIMER OF WARRANTIES.**

- a. You acknowledge and agree that the Services are provided on an "as is" and "as available" basis without any representation or warranty, express or implied. The Company does not warrant that the Services will meet Your requirements or that the Services will be uninterrupted or error-free. The Company also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by You from use of the Service, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions. Your use of the Services is at Your own risk, and the Company specifically denies any responsibility for the accuracy or quality of the Services.
- b. The Company assumes no responsibility for the results achieved by You from using the Services. THE COMPANY DOES NOT REPRESENT OR GUARANTEE ANY INCREASED SALES, REVENUES, PROFITS, OR SUCCESS DUE TO THE SERVICES PROVIDED TO YOU. THE COMPANY ALSO DOES NOT GUARANTEE ANY PARTICULAR SEARCH ENGINE RANKING, TRAFFIC, AND/OR PLACEMENT IN ANY SEARCH ENGINES. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES OR GUARANTEES ON ITS BEHALF THAT ARE INCONSISTENT WITH THIS AGREEMENT. IF YOU BELIEVE THAT ANYONE ACTING ON COMPANY'S BEHALF HAS MADE A PROMISE, WARRANTY OR GUARANTEE INCONSISTENT WITH THE WRITTEN TERMS OF THIS AGREEMENT, YOUR SOLE OPTION IS TO REFUSE TO EXECUTE AND ACCEPT THIS AGREEMENT.

## **7. TERMINATION.**

- a. You may cancel this Agreement for any reason by providing written notice within three (3) business days of the Effective Date to the Company at [info@positiongurus.com](mailto:info@positiongurus.com). With respect to the written notice required under this section, notice will be deemed to be effective as of the date and time You send an email notice to the Company. Within ten (10) business days of receipt of a written notice of cancellation pursuant to this section a., the Company agrees to provide a full refund of all amounts paid to Company under this Agreement. The refund shall be in the same form of tender as used for the original payment by You.
- b. Any time more than three (3) days after the Effective Date, You can only terminate this Agreement by providing written notice and paying the Company all amounts to be paid under this Agreement, plus any late fees and/or collection costs, if they become necessary. With respect to such written notice of Your termination of the Agreement, the notice will be deemed to be received when emailed to [info@positiongurus.com](mailto:info@positiongurus.com).
- c. The Company may terminate this Agreement without notice and may terminate any Service at any time for any reason, including but not limited to: (i) Your breach or anticipated breach of this Agreement; (ii) Your use or suspected use of any of the Services in any manner inconsistent with this Agreement or Company's policies; (iii) Your providing false, inaccurate, outdated, or unverifiable identification information, credit information, or other data or information in connection with the purchase or use of the Services; (iv) Your insolvency or bankruptcy; (v) Your interference or failure to cooperate with the Company's operations or provision of Services; (vi) if Company believes the action is in its best interests or in the best interests of its clients; or (5) Your failure to pay any amount under this Agreement when it becomes due.
- d. The Company reserves the right in its sole discretion to deactivate or disconnected any and all Services provided to You upon termination of the Agreement by either party.
- e. You acknowledge and agree that this Agreement provides the sole means and method of terminating this Agreement and that any effort to cancel, chargeback, reverse, or otherwise recoup any payment made or owed to the Company inconsistent with the terms of this Agreement is ineffective, invalid, and unenforceable. You further agree that to the extent You initiate any effort to cancel, chargeback, reverse, or otherwise recoup any payment made or owed to the Company inconsistent with the terms of this Agreement, You will be liable to the Company for the cost of responding to such effort, including but not limited to court costs and reasonable fees, regardless of the outcome of such efforts.
- f. No exception to the cancellation provisions set forth in this section will be allowed except as by required by law.

## **8. INTELLECTUAL PROPERTY RIGHTS.**

- a. You represent and unconditionally warrant and guarantee that You owns or have permission from the rightful owner to commercially use all materials furnished by You to the Company, including any and all elements of text, graphics, photos, designs, trademarks, or other artwork. You warrant that You have obtained any and all necessary permissions from third parties to license any licensed materials furnished to the Company, and that the commercial use of the licensed materials does not infringe the intellectual property rights of any third party. You agree to indemnify and hold the Company harmless for any losses, claims, damages, awards, penalties, or injuries incurred,



including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the third-party materials by the Company. This indemnity shall survive the termination of this Agreement.

- b. You acknowledge and agree that the intellectual property rights to the finished assembled works developed by the Company, including but not limited to all copyrights, trade secrets, proprietary information, and patent rights, are owned by the Company. Upon termination of the Agreement and full and final payment of all amounts due and owing, the Company may, at its sole discretion, grant You a non-exclusive license to use the intellectual property rights to the works developed by the Company. After completion and subject to restrictions on use of third party material, You have the right to modify the works developed by the Company subject to all applicable licenses. If either party makes any improvements, modifications or other alterations to the works developed by the Company, all rights in such new material shall be owned by the Company in the same manner described above.
- c. Unless otherwise agreed in writing, rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to You, and remain the property of their respective owners. The Company retains the right to display graphics and other web design elements as examples of its work. If You request to use elements of the Services for any purposes after termination of the Agreement, the parties shall negotiate further licenses to accommodate the request at market value.
- d. Notwithstanding any other term of this Agreement, You acknowledge and agree that upon any unauthorized breach of this Agreement by You, the Company owns all rights associated with any social media developed by the Company.

## **9. LICENSE.**

Subject to fulfillment of Your obligations under this Agreement, the Company grants You a limited, non-exclusive, non-transferrable, non-assignable license to use the Services during the term of this Agreement. Except as agreed in writing between the parties, You may not copy, reproduce, republish, resell, transfer, post, transmit, distribute, or disclose the Services in any manner, except that You may download one copy of the Services on any single computer for Your use to access and utilize the Services, provided You keep intact all copyright and other proprietary notices. The Services constitute and contain the Company's confidential and proprietary information, and contain trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. Subject to the terms of this license, the Company retains all rights, title and interest to the Services. The Company may modify or delete the Services at its sole discretion. The Company may place server usage or storage area limitations on the Services provided to You, and may delete content at its sole discretion after giving notice to You.

## **10. LIMITATION OF LIABILITY.**

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, RELATING TO OR ARISING FROM THIS AGREEMENT OR ANY ACT OR OMISSION RELATING TO IT, OR THE SERVICES. TO THE EXTENT ALLOWED BY LAW, THE COMPANY'S LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIM OR JUDGMENT IS LIMITED TO NO MORE THAN THE AMOUNT OF THE SERVICE CHARGES ACTUALLY PAID BY YOU TO THE COMPANY.

THE LIMITATIONS OF THIS SECTION ALSO APPLY TO ANY CLAIM, JUDGMENT OR DEMAND MADE AGAINST THE COMPANY'S OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND OTHER REPRESENTATIVES.

You expressly release the Company from any liability for any content, act or omission of any third party. The Services provided by the Company to You may include materials from third parties or links to third party websites. The inclusion of these materials and links: (a) are not an endorsement by the Company of these third parties, their products or websites; (b) are not an acknowledgement of any relationship with such third parties; or (c) a warranty or representation of any kind regarding such third parties, their products, or their websites. These third party materials are provided as a convenience and are not under the Company's control or ownership. The Company is not responsible for the content of third parties or for examining or evaluating the accuracy or quality of their products or the content on their websites.

## **11. CONFIDENTIALITY.**

During the term of this Agreement and afterward, The Company acknowledges that it is required to treat with complete confidence all trade secrets supplied by the You to the Company while this Agreement is in effect. This clause shall not prevent the disclosure of trade secrets if such disclosure: a) is required by a court of competent jurisdiction, b) is necessary for the proper performance of the Company's duties under the terms of this Agreement; or c) if such information has come into the public domain otherwise than through unauthorized disclosure by the Company.

You authorize the Company to make inquiries and to receive information about your credit history from others and to use that information in its decisions regarding provisions of the Services to You. The Company may disclose Your information and content to law enforcement authorities. You acknowledge that You have read and agree to the Company's Privacy Policy posted on the Company's website. That Privacy Policy is expressly incorporated in this Agreement, and Your acceptance of this Agreement constitutes acceptance of the Privacy Policy.

## **12. PROHIBITED PRACTICES & NON-DISPARAGEMENT.**

- a. You shall not use the Services or refer, or encourage others to refer, to the Company, its customers, owners, officers, directors, personnel, agents, representatives or affiliates in any manner that is illegal, fraudulent, threatening, abusive, defamatory, or obscene, or that could cause damage or adversely affect the Company's customers, reputation, business, and property, services or products in any manner.
- b. You shall not make or encourage others to make any statement or release any information that is intended to, or reasonably could be foreseen to, embarrass, criticize, damage, or adversely affect the Company, its customers, owners, officers, directors, personnel, agents, representatives or affiliates. A statement or release of any information under this section includes, but is not limited to, posting on internet websites, bulletin boards, blogs, or discussion groups, and submission to any publication.
- c. Due to the difficulty of ascertaining the pecuniary amount of damages caused by any violation of this section, the parties agree that for each violation of this section, the violating party shall pay the damaged party liquidated damages in an amount not less than ten (10) times the fee for all Services to which this Agreement applies. You agree that this liquidated damages provision is a reasonable estimate of the damage that would be caused to the Company due to a violation of this section.

### **13. INDEMNIFICATION.**

You agree to indemnify and hold harmless the Company, its owners, officers, directors, personnel, agents, representatives or affiliates from and against any claims, judgments, demands or damages, including costs and reasonable attorney's fees, due to or arising out of Your use of the Services, and/or Your breach of any provision of this Agreement or violation of applicable law or regulation or the rights of any third party.

### **14. LAWS AFFECTING ELECTRONIC COMMERCE.**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. You agree that You are solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Your exercise of Internet electronic commerce.

### **15. NON-ASSIGNMENT.**

Your rights and obligations under this Agreement may not be assigned without the written consent of the Company. To the extent the Company agrees in writing to an assignment of Your rights and obligations under this Agreement, the original parties to this contract remain obligated under the Agreement.

### **16. ARBITRATION.**

In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the sole means of resolving the dispute shall be through binding arbitration in Seattle, Washington at an arbitration service agreed to by the parties for arbitration in accordance with the American Arbitration Association's "Commercial Arbitration Rules". The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Commercial Arbitration Rules. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Your failure to comply with this Arbitration clause constitutes a waiver of Your ability to enforce this Arbitration provision against the Company.

### **17. VENUE.**

Regardless of the place of signing of this Agreement or any laws regarding choice of laws, the parties agree that for purposes of venue, this contract was entered into in King County, Washington, and any dispute will be litigated or arbitrated in King County, Washington applying the laws of the State of Washington.

**18. WAIVER OF CLASS ACTION RIGHT.**

THE PARTIES AGREE TO WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE, PREPRESENTATIVE OR CONSOLIDATED BASIS, TO THE EXTENT ALLOWED BY LAW. THIS SECTION APPLIES TO ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING BETWEEN THE PARTIES.

**19. WAIVER OF RIGHT TO JURY TRIAL.**

TO THE EXTENT ALLOWED BY LAW, THE PARTIES AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING BETWEEN THE PARTIES.

**20. SIX MONTH PERIOD TO RAISE DISPUTES.**

NOTWITHSTANDING THE "DISCOVERY RULE", ANY APPLICABLE STATUTE OF LIMITATIONS, OR ANY OTHER APPLICABLE LAW, RULE OR STATUTE, YOU AGREE TO CONTACT THE COMPANY WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE REGARDING ANY CLAIM OR DISPUTE RELATED TO THIS AGREEMENT OR THE SERVICES. IF YOU DO NOT NOTIFY THE COMPANY OF SUCH CLAIM OR DISPUTE WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE, THEN YOU AGREES TO WAIVE THE RIGHT TO PURSUE SUCH CLAIM OR DISPUTE.

**21. MODIFICATIONS.**

You may not modify the terms of this Agreement without the Company' express written permission. The Company may modify the Agreement by providing You with notice of material changes by posting such material changes on its website, or by mail or email to Your email address or mailing address. Your continued use of the Services after notice of a material change constitutes acceptance of any such modification. If such a change creates a material adverse impact on the Services, You are permitted to send Seller a written cancellation of such Services within thirty (30) days of the date that the modification occurs. In the event of a termination under this section, You shall remain liable for any unpaid amounts owed for the Services prior to the date the termination takes effect.

**22. Severability**

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**23. CONDITIONS BEYOND CONTROL OF THE PARTIES.**

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or a party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall



give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

#### **24. ENFORCEABILITY AFTER WAIVER.**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

#### **25. SOLE AGREEMENT.**

This Agreement constitutes the sole contract between You and the Company regarding the subject of this Agreement. The terms contained within this written Agreement are the exclusive obligations to which the parties are bound. By signing this Agreement You agree to be bound by the terms of this Agreement. You further agree that this written Agreement contains all promises that were made to You regarding the subject of this Agreement.

#### **26. CONTACT.**

The Company shall contact You by calling Your business phone number, or at Your mailing address, or at Your email address. The Company shall send any written notices required under this Agreement to Your mailing address, or at Your email address. You may contact the Company electronically at [info@positiongurus.com](mailto:info@positiongurus.com).

#### **27. PRODUCT EXAMPLES.**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

**Executed date:** 6/20/2017

By  \_\_\_\_\_

(Client)

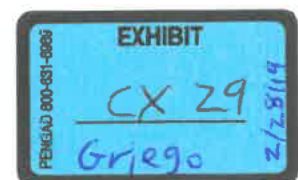
PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS



## TOP SHELF ECOMMERCE, LLC SERVICES AGREEMENT

THIS TOP SHELF ECOMMERCE, LLC SERVICE AGREEMENT (HEREAFTER THE "AGREEMENT") GOVERNS THE BUSINESS RELATIONSHIP BETWEEN YOU AND TOP SHELF ECOMMERCE, LLC (HEREAFTER THE "COMPANY"). PLEASE READ IT CAREFULLY. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY REPRESENTATIONS OR PROMISES THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT. IF YOU BELIEVE PROMISES OR REPRESENTATIONS WERE MADE THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT, YOUR SOLE OPTION IS TO REFUSE TO EXECUTE THIS AGREEMENT. YOUR USE OR ATTEMPTED USE OF ANY OF THE PRODUCTS OR SERVICES PROVIDED BY THE COMPANY CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT SIGN THE AGREEMENT AND DO NOT USE OR ATTEMPT TO USE THE COMPANY'S PRODUCTS OR SERVICES

In this Agreement the terms "You" and "Your" refer to the person or entity executing this Agreement and for whom the products and services are provided. This Agreement is a binding contract between You and the Company, and is entered into on the date You execute this Agreement and provide all amounts due under this Agreement (hereafter the "Effective Date").



TOP SHELF ECOMMERCE, LLC Service Agreement  
**TS000526**

**1. DESCRIPTION OF SERVICES TO BE PROVIDED.**

Subject to the terms of this Agreement, the Company shall provide You with the following products and services (hereafter referred to collectively as the "Services"):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Drop Ship Website           | <input type="checkbox"/> Video Development                        | <input type="checkbox"/> Custom Website        |
| <input type="checkbox"/> Google News                 | <input type="checkbox"/> Video Submissions                        | <input type="checkbox"/> Digital Business Card |
| <input type="checkbox"/> Press Release               | <input type="checkbox"/> Search Engine Submissions                |  |
| <input checked="" type="checkbox"/> QR Code          | <input type="checkbox"/> Logo Creations                           |  |
| <input type="checkbox"/> Infographic Design          | <input type="checkbox"/> Infographic Submissions                  |  |
| <input type="checkbox"/> Directory Submissions       | <input type="checkbox"/> Article Marketing                        |  |
| <input type="checkbox"/> Local Citations Submissions | <input checked="" type="checkbox"/> Funnel Page (24 Month Access) |  |

**2. DELIVERY DATES.**

Unless otherwise agreed in writing, the Company will provide the Services within ninety (90) days of the Effective Date. Notwithstanding the foregoing, You understand and acknowledge that failure to provide timely response to the information requests required by the Company may result in significant delays in the delivery of the Services to be provided to You, and that Company cannot be held responsible or liable for delays caused by Your failure to provide timely response to the information requests required by the Company.

**3. PAYMENT TERMS.**

- a. The charge for the Services described in paragraph 1 above is \$ 1800.00 (hereafter the "Initial Setup Amount") and \$ 0 per month commencing the date You electronically sign the Agreement (hereafter the "Monthly Fee").
- b. Unless otherwise agreed, payment of the Initial Setup Amount is due in full as of the date and time that You electronically sign the Agreement. Payment of the Monthly Fee is due on a NET30 basis from the initial date of signature. If You fail to make any payment of the Initial Setup Amount or Monthly Fee as it becomes due, the Company reserves the right to pursue collection efforts of the full retail value of the Services provided under this Agreement, plus reasonable costs and attorneys' fees incurred to collect all amounts owed under this Agreement.

- c. You agree to provide the Company with valid identification and credit card account information for payment of all fees and charges, and You authorize the Company to charge and collect amounts from Your credit card account(s) for the Services.

#### **4. ACKNOWLEDGEMENT THAT COMPANY DID NOT OFFER A "BUSINESS OPPORTUNITY".**

You acknowledge and agree that You had already developed or were developing an online commercial retail business prior to being contacted or receiving any Services from the Company. You also agree that the Company did not offer you a "Home Based Business" or "Business Opportunity" as those terms are used by the Federal Trade Commission, or by any other state or federal governmental entity.

You also agree that You have been and will remain responsible for making all decisions regarding the name of Your business, the products and product lines You offer and sell as part of Your business, and the drop shippers (if any) that You have decided to work with as part of Your business. You acknowledge and agree that to the extent the Company assists you in identifying appropriate drop shippers, (1) the Company does not have any relationship with such drop shippers, and is not responsible for the conduct or performance of such drop shippers.

#### **5. NO RELATIONSHIP BETWEEN COMPANY AND ANY OTHER ENTITY.**

The Company represents that is unrelated and has no affiliation with any other business or entity.

#### **6. DISCLAIMER OF WARRANTIES.**

- a. You acknowledge and agree that the Services are provided on an "as is" and "as available" basis without any representation or warranty, express or implied. The Company does not warrant that the Services will meet Your requirements or that the Services will be uninterrupted or error-free. The Company also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by You from use of the Service, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions. Your use of the Services is at Your own risk, and the Company specifically denies any responsibility for the accuracy or quality of the Services.
- b. The Company assumes no responsibility for the results achieved by You from using the Services. THE COMPANY DOES NOT REPRESENT OR GUARANTEE ANY INCREASED SALES, REVENUES, PROFITS, OR SUCCESS DUE TO THE SERVICES PROVIDED TO YOU. THE COMPANY ALSO DOES NOT GUARANTEE ANY PARTICULAR SEARCH ENGINE RANKING, TRAFFIC, AND/OR PLACEMENT IN ANY SEARCH ENGINES. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES OR GUARANTEES ON ITS BEHALF THAT ARE INCONSISTENT WITH THIS AGREEMENT. IF YOU BELIEVE THAT ANYONE ACTING ON COMPANY'S BEHALF HAS MADE A PROMISE, WARRANTY OR GUARANTEE INCONSISTENT WITH THE WRITTEN TERMS OF THIS AGREEMENT, YOUR SOLE OPTION IS TO REFUSE TO EXECUTE AND ACCEPT THIS AGREEMENT.



## 7. TERMINATION.

- a. You may cancel this Agreement for any reason by providing written notice within three (3) business days of the Effective Date to the Company at sales@topshelfecommerce.com. With respect to the written notice required under this section, notice will be deemed to be effective as of the date and time You send an email notice to the Company. Within ten (10) business days of receipt of a written notice of cancellation pursuant to this section a., the Company agrees to provide a full refund of all amounts paid to Company under this Agreement. The refund shall be in the same form of tender as used for the original payment by You.
- b. Any time more than three (3) days after the Effective Date, You can only terminate this Agreement by providing written notice and paying the Company all amounts to be paid under this Agreement, plus any late fees and/or collection costs, if they become necessary. With respect to such written notice of Your termination of the Agreement, the notice will be deemed to be received when emailed to sales@topshelfecommerce.com.
- c. The Company may terminate this Agreement without notice and may terminate any Service at any time for any reason, including but not limited to: (i) Your breach or anticipated breach of this Agreement; (ii) Your use or suspected use of any of the Services in any manner inconsistent with this Agreement or Company's policies; (iii) Your providing false, inaccurate, outdated, or unverifiable identification information, credit information, or other data or information in connection with the purchase or use of the Services; (iv) Your insolvency or bankruptcy; (v) Your interference or failure to cooperate with the Company's operations or provision of Services; (vi) if Company believes the action is in its best interests or in the best interests of its clients; or (5) Your failure to pay any amount under this Agreement when it becomes due.
- d. The Company reserves the right in its sole discretion to deactivate or disconnected any and all Services provided to You upon termination of the Agreement by either party.
- e. You acknowledge and agree that this Agreement provides the sole means and method of terminating this Agreement and that any effort to cancel, chargeback, reverse, or otherwise recoup any payment made or owed to the Company inconsistent with the terms of this Agreement is ineffective, invalid, and unenforceable. You further agree that to the extent You initiate any effort to cancel, chargeback, reverse, or otherwise recoup any payment made or owed to the Company inconsistent with the terms of this Agreement, You will be liable to the Company for the cost of responding to such effort, including but not limited to court costs and reasonable fees, regardless of the outcome of such efforts.
- f. No exception to the cancellation provisions set forth in this section will be allowed except as by required by law.

Robert K. Little  
Robert K. Little (Mar 10, 2017)

## 8. INTELLECTUAL PROPERTY RIGHTS.

- a. You represent and unconditionally warrant and guarantee that You owns or have permission from the rightful owner to commercially use all materials furnished by You to the Company, including any and all elements of text, graphics, photos, designs, trademarks, or other artwork. You warrant that You have obtained any and all necessary permissions from third parties to license any licensed materials furnished to the Company, and that the commercial use of the licensed materials does not infringe the intellectual property rights of any third party. You agree to indemnify and hold the Company harmless for any losses, claims, damages, awards, penalties, or injuries incurred,

TOP SHELF ECOMMERCE, LLC Service Agreement  
TS000529

including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the third-party materials by the Company. This indemnity shall survive the termination of this Agreement.

- b. You acknowledge and agree that the intellectual property rights to the finished assembled works developed by the Company, including but not limited to all copyrights, trade secrets, proprietary information, and patent rights, are owned by the Company. Upon termination of the Agreement and full and final payment of all amounts due and owing, the Company may, at its sole discretion, grant You a non-exclusive license to use the intellectual property rights to the works developed by the Company. After completion and subject to restrictions on use of third party material, You have the right to modify the works developed by the Company subject to all applicable licenses. If either party makes any improvements, modifications or other alterations to the works developed by the Company, all rights in such new material shall be owned by the Company in the same manner described above.
- c. Unless otherwise agreed in writing, rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to You, and remain the property of their respective owners. The Company retains the right to display graphics and other web design elements as examples of its work. If You request to use elements of the Services for any purposes after termination of the Agreement, the parties shall negotiate further licenses to accommodate the request at market value.
- d. Notwithstanding any other term of this Agreement, You acknowledge and agree that upon any unauthorized breach of this Agreement by You, the Company owns all rights associated with any social media developed by the Company.

## **9. LICENSE.**

Subject to fulfillment of Your obligations under this Agreement, the Company grants You a limited, non-exclusive, non-transferrable, non-assignable license to use the Services during the term of this Agreement. Except as agreed in writing between the parties, You may not copy, reproduce, republish, resell, transfer, post, transmit, distribute, or disclose the Services in any manner, except that You may download one copy of the Services on any single computer for Your use to access and utilize the Services, provided You keep intact all copyright and other proprietary notices. The Services constitute and contain the Company's confidential and proprietary information, and contain trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. Subject to the terms of this license, the Company retains all rights, title and interest to the Services. The Company may modify or delete the Services at its sole discretion. The Company may place server usage or storage area limitations on the Services provided to You, and may delete content at its sole discretion after giving notice to You.

## **10. LIMITATION OF LIABILITY.**

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, RELATING TO OR ARISING FROM THIS AGREEMENT OR ANY ACT OR OMISSION RELATING TO IT, OR THE SERVICES. TO THE EXTENT ALLOWED BY LAW, THE COMPANY'S LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIM OR JUDGMENT IS LIMITED TO NO MORE THAN THE AMOUNT OF THE SERVICE CHARGES ACTUALLY PAID BY YOU TO THE COMPANY.

TOP SHELF ECOMMERCE, LLC Service Agreement  
TS000530

THE LIMITATIONS OF THIS SECTION ALSO APPLY TO ANY CLAIM, JUDGMENT OR DEMAND MADE AGAINST THE COMPANY'S OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND OTHER REPRESENTATIVES.

You expressly release the Company from any liability for any content, act or omission of any third party. The Services provided by the Company to You may include materials from third parties or links to third party websites. The inclusion of these materials and links: (a) are not an endorsement by the Company of these third parties, their products or websites; (b) are not an acknowledgement of any relationship with such third parties; or (c) a warranty or representation of any kind regarding such third parties, their products, or their websites. These third party materials are provided as a convenience and are not under the Company's control or ownership. The Company is not responsible for the content of third parties or for examining or evaluating the accuracy or quality of their products or the content on their websites.

## **11. CONFIDENTIALITY.**

During the term of this Agreement and afterward, The Company acknowledges that it is required to treat with complete confidence all trade secrets supplied by the You to the Company while this Agreement is in effect. This clause shall not prevent the disclosure of trade secrets if such disclosure: a) is required by a court of competent jurisdiction, b) is necessary for the proper performance of the Company's duties under the terms of this Agreement; or c) if such information has come into the public domain otherwise than through unauthorized disclosure by the Company.

You authorize the Company to make inquiries and to receive information about your credit history from others and to use that information in its decisions regarding provisions of the Services to You. The Company may disclose Your information and content to law enforcement authorities. You acknowledge that You have read and agree to the Company's Privacy Policy posted on the Company's website. That Privacy Policy is expressly incorporated in this Agreement, and Your acceptance of this Agreement constitutes acceptance of the Privacy Policy.

## **12. PROHIBITED PRACTICES & NON-DISPARAGEMENT.**

- a. You shall not use the Services or refer, or encourage others to refer, to the Company, its customers, owners, officers, directors, personnel, agents, representatives or affiliates in any manner that is illegal, fraudulent, threatening, abusive, defamatory, or obscene, or that could cause damage or adversely affect the Company's customers, reputation, business, and property, services or products in any manner.
- b. You shall not make or encourage others to make any statement or release any information that is intended to, or reasonably could be foreseen to, embarrass, criticize, damage, or adversely affect the Company, its customers, owners, officers, directors, personnel, agents, representatives or affiliates. A statement or release of any information under this section includes, but is not limited to, posting on internet websites, bulletin boards, blogs, or discussion groups, and submission to any publication.
- c. Due to the difficulty of ascertaining the pecuniary amount of damages caused by any violation of this section, the parties agree that for each violation of this section, the violating party shall pay the damaged party liquidated damages in an amount not less than ten (10) times the fee for all Services to which this Agreement applies. You agree that this liquidated damages provision is a reasonable estimate of the damage that would be caused to the Company due to a violation of this section.



### **13. INDEMNIFICATION.**

You agree to indemnify and hold harmless the Company, its owners, officers, directors, personnel, agents, representatives or affiliates from and against any claims, judgments, demands or damages, including costs and reasonable attorney's fees, due to or arising out of Your use of the Services, and/or Your breach of any provision of this Agreement or violation of applicable law or regulation or the rights of any third party.

### **14. LAWS AFFECTING ELECTRONIC COMMERCE.**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. You agree that You are solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Your exercise of Internet electronic commerce.

### **15. NON-ASSIGNMENT.**

Your rights and obligations under this Agreement may not be assigned without the written consent of the Company. To the extent the Company agrees in writing to an assignment of Your rights and obligations under this Agreement, the original parties to this contract remain obligated under the Agreement.

### **16. ARBITRATION.**

In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the sole means of resolving the dispute shall be through binding arbitration in Seattle, Washington at an arbitration service agreed to by the parties for arbitration in accordance with the American Arbitration Association's "Commercial Arbitration Rules". The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Commercial Arbitration Rules. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Your failure to comply with this Arbitration clause constitutes a waiver of Your ability to enforce this Arbitration provision against the Company.

### **17. VENUE.**

Regardless of the place of signing of this Agreement or any laws regarding choice of laws, the parties agree that for purposes of venue, this contract was entered into in King County, Washington, and any dispute will be litigated or arbitrated in King County, Washington applying the laws of the State of Washington.



#### **18. WAIVER OF CLASS ACTION RIGHT.**

THE PARTIES AGREE TO WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE, PREPRESENTATIVE OR CONSOLIDATED BASIS, TO THE EXTENT ALLOWED BY LAW. THIS SECTION APPLIES TO ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING BETWEEN THE PARTIES.

#### **19. WAIVER OF RIGHT TO JURY TRIAL.**

TO THE EXTENT ALLOWED BY LAW, THE PARTIES AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING BETWEEN THE PARTIES.

#### **20. SIX MONTH PERIOD TO RAISE DISPUTES.**

NOTWITHSTANDING THE "DISCOVERY RULE", ANY APPLICABLE STATUTE OF LIMITATIONS, OR ANY OTHER APPLICABLE LAW, RULE OR STATUTE, YOU AGREE TO CONTACT THE COMPANY WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE REGARDING ANY CLAIM OR DISPUTE RELATED TO THIS AGREEMENT OR THE SERVICES. IF YOU DO NOT NOTIFY THE COMPANY OF SUCH CLAIM OR DISPUTE WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE, THEN YOU AGREES TO WAIVE THE RIGHT TO PURSUE SUCH CLAIM OR DISPUTE.

#### **21. MODIFICATIONS.**

You may not modify the terms of this Agreement without the Company' express written permission. The Company may modify the Agreement by providing You with notice of material changes by posting such material changes on its website, or by mail or email to Your email address or mailing address. Your continued use of the Services after notice of a material change constitutes acceptance of any such modification. If such a change creates a material adverse impact on the Services, You are permitted to send Seller a written cancellation of such Services within thirty (30) days of the date that the modification occurs. In the event of a termination under this section, You shall remain liable for any unpaid amounts owed for the Services prior to the date the termination takes effect.

#### **22. Severability**

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

#### **23. CONDITIONS BEYOND CONTROL OF THE PARTIES.**

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or a party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall

give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

#### **24. ENFORCEABILITY AFTER WAIVER.**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

#### **25. SOLE AGREEMENT.**

This Agreement constitutes the sole contract between You and the Company regarding the subject of this Agreement. The terms contained within this written Agreement are the exclusive obligations to which the parties are bound. By signing this Agreement You agree to be bound by the terms of this Agreement. You further agree that this written Agreement contains all promises that were made to You regarding the subject of this Agreement.

#### **26. CONTACT.**

The Company shall contact You by calling Your business phone number, or at Your mailing address, or at Your email address. The Company shall send any written notices required under this Agreement to Your mailing address, or at Your email address. You may contact the Company electronically at sales@topshelfecommerce.com.

#### **27. PRODUCT EXAMPLES.**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

**Executed date:** 3/8/2017

**By** \_\_\_\_\_

**(Client)**

**PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS**

**TOP SHELF ECOMMERCE, LLC Service Agreement  
TS000534**